



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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Attorney for Debtor(s)

Order Filed on May 12, 2021  
by Clerk,  
U.S. Bankruptcy Court  
District of New Jersey

In Re:

American Limousine LLC

Case No.: 21-10121

Chapter: 11 (Subchapter V)

Hearing Date: May 11, 2021

Judge: Stacey L. Meisel

ORDER MODIFYING ORDER REJECTING LEASES

The relief set forth on the following pages, numbered two (2) through four (4) is hereby **ORDERED**.

DATED: May 12, 2021

  
Honorable Stacey L. Meisel  
United States Bankruptcy Judge

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Debtor: American Limousine LLC

Case No. 21-10121/S LM

Caption of Order: Order Modifying Order Rejecting Leases

This matter having been opened to the Court by Dean G. Sutton, Esq., attorney for the Debtor and Dean G. Sutton having appeared on the behalf of the Debtor and good cause having been shown;

1. The Order Authorizing Rejection of Leases as of January 8, 2021. Entered on January 15, 2021 is modified effective as of January 8, 2021 as follows:

2. The To Be Assumed Leases are hereby amended as follows:

- a. all lease payment obligations of the Debtor shall be deferred through May 31, 2021;
- b. pursuant to that certain deferral agreement entered into by the Parties, Merchants shall only charge the Debtor interest for the months of June through August of 2021, as such interest payments are set forth in Exhibit 1;
- c. as of September 1, 2021, the Debtor shall resume making full lease payment obligations as set forth in Exhibit 1;
- d. the term of the To Be Assumed Leases will convert in each instance to an open-end lease (24 months to \$0 residual);
- e. at any time prior to the expiration of the term of the To Be Assumed Leases (as hereby amended), the Debtor may elect to buy out some or all of the automobiles associated with such leases for a sum (on an automobile by automobile basis) equal to the New Cap Cost (as set forth in Exhibit 1 (column K) hereto) less the sum of the lease principal/depreciation payment obligations (*i.e.*, excluding interest payments) made on account of such automobile subsequent to the assumption of its related lease plus such other fees and charges, if any, are made and provided under the To Be Assumed Leases;
- f. provided that the Debtor has timely made all lease payment obligations under the terms of the To Be Assumed Leases (as hereby amended), upon the expiration of the term of such leases the automobiles associated with such leases will become the property of the Debtor; and

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Debtor: American Limousine LLC

Case No. 21-10121/S LM

Caption of Order: Order Modifying Order Rejecting Leases

- g. the Debtor shall surrender the 78 automobiles related to the Remaining Rejected Leases to Merchants at such location or locations as directed by Merchants.

3. Merchants and the Debtor retain all rights and remedies available to each with respect to any rejection damages claims asserted by Merchants on account of the Remaining Rejected Leases.

4. Nothing contained in the Rejection Motion, the Rejection Order, this Order, or any actions taken by the Debtor or Merchants pursuant to relief granted in this Order shall be construed as: (i) an admission as to the validity of any claims against the Debtor or (ii) a waiver or limitation of the rights of the Debtor or Merchants under the Bankruptcy Code or any other applicable law.

5. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rule 6004(h) or otherwise. Furthermore, to the extent applicable, the stays imposed by Bankruptcy Rules 6003(b) and/or 6004(a) are hereby waived for good and sufficient cause. The requirements of Bankruptcy Rules 6003 and 6004, in each case to the extent applicable, are satisfied.

6. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order.

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Debtor: American Limousine LLC

Case No. 21-10121/S LM

Caption of Order: Order Modifying Order Rejecting Leases

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order to the maximum extent allowed by law under the applicable circumstances.

# EXHIBIT 1



Unit Number	Year	Make	Model	VIN	OLV	Quoted Customer NBV (12.31 Compute)	Quoted AR (12.31 Compute)	Quoted Amount (12.31 Compute)	Accept or Reject Status	New Cap Cost
615725	2017 Ford	E-450	1FDAF5G0BDC11E75	18500	10000.22	7874.36	17874.58	Remain on lease		\$17,874.58
616326	2017 Ford	F-550	1FDAF5G0T5HEB94471	14000	16729.87	12371.57	29101.44	Remain on lease		\$29,101.44
616327	2017 Ford	F-550	1FDAF5G0T0HEB94474	9500	16729.87	12371.57	29101.44	Remain on lease		\$29,101.44
616329	2017 Ford	F-550	1FDAF5G0T3HEC24180	21000	16729.87	12371.57	29101.44	Remain on lease		\$29,101.44
616330	2017 Ford	F-550	1FDAF5G0T4HEB94472	17500	16729.87	12371.57	29101.44	Remain on lease		\$29,101.44
616331	2017 Ford	F-550	1FDAF5G0T0HEC34830	16500	16729.87	12371.57	29101.44	Remain on lease		\$29,101.44
618802	2017 Cadillac	XTS	2G61U5S36H9198794	11500	6037.73	4878.92	10916.65	Remain on lease		\$10,916.65
618964	2017 Cadillac	Escalade	1GY54GKJ5HR343965	22000	10438.44	7176.86	17615.3	Remain on lease		\$17,615.30
618965	2017 Cadillac	Escalade	1GY54GKJ6HR339309	22000	10438.44	7176.86	17615.3	Remain on lease		\$17,615.30
618966	2017 Cadillac	Escalade	1GY54GKJ0HR363766	15000	10456.26	7570.69	18026.95	Remain on lease		\$18,026.95
619034	2018 Cadillac	XTS	2G61U5S38J9127686	12000	9275.07	5065.64	14340.71	Remain on lease		\$14,340.71
619040	2018 Cadillac	XTS	2G61U5S33J9128854	13000	9275.07	5065.64	14340.71	Remain on lease		\$14,340.71
619041	2018 Cadillac	XTS	2G61U5S3XJ9127488	11000	9275.07	5065.64	14340.71	Remain on lease		\$14,340.71
619382	2018 Cadillac	XTS	2G61U5S35J9128029	13300	7744.77	4872.76	12617.53	Remain on lease		\$12,617.53
619384	2018 Cadillac	XTS	2G61U5S32J9128862	13000	7744.77	4872.76	12617.53	Remain on lease		\$12,617.53
619445	2018 Cadillac	Escalade	1GY54GKJ1JR125091	32000	12304.02	7388.94	19692.96	Remain on lease		\$19,692.96
619446	2018 Cadillac	Escalade	1GY54GKJ0JR120819	31000	12304.02	7375.39	19679.41	Remain on lease		\$19,679.41
619447	2018 Cadillac	Escalade	1GY54GKJ1JR123499	25000	12283.93	7750.83	20034.76	Remain on lease		\$20,034.76
619448	2018 Cadillac	Escalade	1GY54GKJ0JR120620	31000	12283.93	7750.83	20034.76	Remain on lease		\$20,034.76
619449	2018 Cadillac	Escalade	1GY54GKJ6JR142789	27000	14521	7672.12	22193.12	Remain on lease		\$22,193.12
619450	2018 Cadillac	Escalade	1GY54GKJ7JR142851	27000	14521	7686.62	22207.62	Remain on lease		\$22,207.62
619451	2018 Chevrolet	Suburban	1GNSKGGK0JR150195	19000	10235.27	5304.15	15539.42	Remain on lease		\$15,539.42
619453	2018 Chevrolet	Suburban	1GNSKGGK6JR150248	15000	10220.49	5298.2	15518.69	Remain on lease		\$15,518.69
619454	2018 Chevrolet	Suburban	1GNSKGGK9JR151457	15500	10252.88	5311.3	15564.18	Remain on lease		\$15,564.18
619455	2018 Chevrolet	Suburban	1GNSKGGK8JR151756	19000	10252.88	5311.3	15564.18	Remain on lease		\$15,564.18
619456	2018 Chevrolet	Suburban	1GNSKGGK3JR150191	17000	10220.49	5298.2	15518.69	Remain on lease		\$15,518.69
619457	2018 Chevrolet	Suburban	1GNSKGGK1JR151422	18000	10220.49	5298.2	15518.69	Remain on lease		\$15,518.69
619459	2018 Chevrolet	Suburban	1GNSKGGK5JR151147	14500	10235.27	5304.15	15539.42	Remain on lease		\$15,539.42
619460	2018 Chevrolet	Suburban	1GNSKGGK5JR150144	15500	10220.49	5298.2	15518.69	Remain on lease		\$15,518.69
627451	2018 Cadillac	XTS	2G61U5S36J9148824	12500	11389.14	4715.53	16104.67	Remain on lease		\$16,104.67



Deferral Agreement Interest Rate	Deferral Interest (per Month)	New Term	New Interest Rate	Residual	New Monthly Payment
5%	\$74.48	24	5%	\$0.00	\$780.98
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$121.26	24	5%	\$0.00	\$1,271.42
5%	\$45.49	24	5%	\$0.00	\$476.94
5%	\$73.40	24	5%	\$0.00	\$769.60
5%	\$73.40	24	5%	\$0.00	\$769.60
5%	\$75.11	24	5%	\$0.00	\$787.59
5%	\$59.75	24	5%	\$0.00	\$626.54
5%	\$59.75	24	5%	\$0.00	\$626.54
5%	\$59.75	24	5%	\$0.00	\$626.54
5%	\$52.57	24	5%	\$0.00	\$551.25
5%	\$52.57	24	5%	\$0.00	\$551.25
5%	\$82.05	24	5%	\$0.00	\$860.37
5%	\$82.00	24	5%	\$0.00	\$859.78
5%	\$83.48	24	5%	\$0.00	\$875.31
5%	\$83.48	24	5%	\$0.00	\$875.31
5%	\$92.47	24	5%	\$0.00	\$969.60
5%	\$92.47	24	5%	\$0.00	\$969.60
5%	\$64.75	24	5%	\$0.00	\$678.91
5%	\$64.66	24	5%	\$0.00	\$678.00
5%	\$64.66	24	5%	\$0.00	\$678.00
5%	\$64.85	24	5%	\$0.00	\$679.99
5%	\$64.85	24	5%	\$0.00	\$679.99
5%	\$64.66	24	5%	\$0.00	\$678.00
5%	\$64.66	24	5%	\$0.00	\$678.00
5%	\$64.75	24	5%	\$0.00	\$678.91
5%	\$64.66	24	5%	\$0.00	\$678.00
5%	\$67.10	24	5%	\$0.00	\$703.60



627452	2018 Cadillac	XTS	2G61U5S3619149231	12500	11389.14	4715.53	16404.67	Remain on lease	\$16,104.67
627859	2018 Cadillac	XTS	2G61U5S3719153854	11000	14395.27	5121.44	19516.71	Remain on lease	\$19,516.71
627878	2018 Cadillac	XTS	2G61U5S3819148386	12600	10995.82	5065.64	16061.46	Remain on lease	\$16,061.46
627879	2018 Cadillac	XTS	2G61U5S3919149434	10500	10995.82	5065.64	16061.46	Remain on lease	\$16,061.46
627880	2018 Cadillac	XTS	2G61U5S3X19148213	1500	10995.82	5065.64	16061.46	Remain on lease	\$16,061.46
627883	2018 Cadillac	XTS	2G61U5S3019149662	10000	10995.82	5065.64	16061.46	Remain on lease	\$16,061.46
628075	2018 Cadillac	Escalade	1GXS4CKZ1J1E31670	22000	26640.98	8729.32	35370.3	Remain on lease	\$35,370.30
628641	2018 Cadillac	XTS	2G61U5S3619123860	11800	10195.83	5207.84	15403.67	Remain on lease	\$15,403.67
628643	2018 Cadillac	XTS	2G61U5S3019126284	12500	10195.83	5207.84	15403.67	Remain on lease	\$15,403.67
628644	2018 Cadillac	XTS	2G61U5S3619126404	10500	10195.83	5207.84	15403.67	Remain on lease	\$15,403.67
628647	2018 Cadillac	XTS	2G61U5S3019139519	10500	10281.8	5207.84	15489.64	Remain on lease	\$15,489.64
628649	2018 Cadillac	XTS	2G61U5S3X19126003	10200	10281.8	5207.84	15489.64	Remain on lease	\$15,489.64
628650	2018 Cadillac	XTS	2G61U5S3619125396	10200	10281.8	5207.84	15489.64	Remain on lease	\$15,489.64
628704	2018 Cadillac	XTS	2G61U5S3519136146	11000	10178.92	5219.84	15398.76	Remain on lease	\$15,398.76
628706	2018 Cadillac	XTS	2G61U5S3619138276	13500	10178.92	5219.84	15398.76	Remain on lease	\$15,398.76
628815	2018 Cadillac	XTS	2G61U5S3X19125885	11500	10159.52	5151.84	15311.36	Remain on lease	\$15,311.36
634303	2018 Mercedes-Benz	S560	WDDUG8DB2JA400621	41000	33885.62	8925.17	42510.79	Remain on lease	\$42,510.79
634304	2018 Mercedes-Benz	S560	WDDUG8DB5JA399920	41000	33885.62	8742.52	42328.14	Remain on lease	\$42,328.14
635675	2018 Cadillac	XTS	2G61U5S3219149758	12800	19480.9	5415.19	24896.09	Remain on lease	\$24,896.09
635676	2018 Cadillac	XTS	2G61U5S3519148443	11500	12335.74	5415.19	17750.93	Remain on lease	\$17,750.93
635677	2018 Cadillac	XTS	2G61U5S3219149341	12800	19480.9	5415.19	24896.09	Remain on lease	\$24,896.09
635678	2018 Cadillac	XTS	2G61U5S3819156214	11500	12335.74	5415.19	17750.93	Remain on lease	\$17,750.93
636401	2018 Mercedes-Benz	S560	WDDUG8GB9JA401227	35000	36684.71	8809.53	45504.24	Remain on lease	\$45,504.24
637202	2016 Ford	E-450	1FDFF4F57GDC56971	18000	27371.38	8643.84	36015.22	Remain on lease	\$36,015.22
637203	2016 Ford	E-450	1FDFF4F59GDC56972	18000	27371.38	8643.84	36015.22	Remain on lease	\$36,015.22
637204	2016 Ford	E-450	1FDFF4F51GDC11184	16500	27371.38	8643.84	36015.22	Remain on lease	\$36,015.22
639459	2018 Lincoln	Navigator	5LMUJ3HT8E104269	26500	29567.04	9020.71	38587.75	Remain on lease	\$38,587.75
639460	2018 Lincoln	Navigator	5LMUJ3HT4E104270	26500	30163.56	9020.71	39184.27	Remain on lease	\$39,184.27
639461	2018 Lincoln	Navigator	5LMUJ3HT3E104275	27000	30163.56	8964.76	39128.32	Remain on lease	\$39,128.32
639463	2018 Lincoln	Navigator	5LMUJ3HTX1E104273	24000	30163.56	9020.71	39184.27	Remain on lease	\$39,184.27
639464	2018 Lincoln	Navigator	5LMUJ3HT6E104271	25500	30163.56	8964.76	39128.32	Remain on lease	\$39,128.32
639603	2018 Ford	Transit 350H	1FBVU4XG0K1B35588	21000	17514.76	5854.04	23368.8	Remain on lease	\$23,368.80
639628	2018 Ford	Transit 350H	1FBVU4XG6K1B35613	19000	17514.76	5854.04	23368.8	Remain on lease	\$23,368.80
639632	2018 Ford	Transit 350H	1FBVU4XG3K1B35617	19000	17514.76	5854.04	23368.8	Remain on lease	\$23,368.80



5%	\$67.10	24	5%	\$0.00	\$703.60
5%	\$81.32	24	5%	\$0.00	\$852.67
5%	\$66.92	24	5%	\$0.00	\$701.71
5%	\$66.92	24	5%	\$0.00	\$701.71
5%	\$66.92	24	5%	\$0.00	\$701.71
5%	\$66.92	24	5%	\$0.00	\$701.71
5%	\$147.38	24	5%	\$0.00	\$1,545.31
5%	\$64.18	24	5%	\$0.00	\$672.98
5%	\$64.18	24	5%	\$0.00	\$672.98
5%	\$64.18	24	5%	\$0.00	\$672.98
5%	\$64.54	24	5%	\$0.00	\$676.73
5%	\$64.54	24	5%	\$0.00	\$676.73
5%	\$64.16	24	5%	\$0.00	\$672.76
5%	\$64.16	24	5%	\$0.00	\$672.76
5%	\$63.80	24	5%	\$0.00	\$668.94
5%	\$177.13	24	5%	\$0.00	\$1,857.27
5%	\$176.37	24	5%	\$0.00	\$1,849.29
5%	\$103.73	24	5%	\$0.00	\$1,087.69
5%	\$73.96	24	5%	\$0.00	\$775.53
5%	\$103.73	24	5%	\$0.00	\$1,087.69
5%	\$73.96	24	5%	\$0.00	\$775.53
5%	\$189.60	24	5%	\$0.00	\$1,988.05
5%	\$150.06	24	5%	\$0.00	\$1,573.48
5%	\$150.06	24	5%	\$0.00	\$1,573.48
5%	\$150.06	24	5%	\$0.00	\$1,573.48
5%	\$160.78	24	5%	\$0.00	\$1,685.87
5%	\$163.27	24	5%	\$0.00	\$1,711.94
5%	\$163.03	24	5%	\$0.00	\$1,709.49
5%	\$163.27	24	5%	\$0.00	\$1,711.94
5%	\$97.37	24	5%	\$0.00	\$1,020.97
5%	\$97.37	24	5%	\$0.00	\$1,020.97
5%	\$97.37	24	5%	\$0.00	\$1,020.97

639633	2018 Ford	Transit 350H	1FBYU4XG5JK835618	16500	17514.76	5854.04	23368.8	Remain on lease	\$23,368.80
642745	2018 Ford	F-550	1FDAF5GT3JEB44268	21500	50900.45	14571.84	65472.29	Remain on lease	\$65,472.29
642746	2018 Ford	F-550	1FDAF5GT3JEB44273	18000	50900.45	14571.84	65472.29	Remain on lease	\$65,472.29

5%	\$97.31	24	5%	\$0.00	\$1,020.97
5%	\$272.80	24	5%	\$0.00	\$2,860.44
5%	\$272.80	24	5%	\$0.00	\$2,860.44



In re:  
American Limousine LLC  
Debtor

Case No. 21-10121-SLM  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0312-2  
Date Rcvd: May 12, 2021

User: admin  
Form ID: pdf903

Page 1 of 2  
Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 14, 2021:

Recip ID	Recipient Name and Address
db	+ American Limousine LLC, 365 Rifle Camp Road, Suite 202, Woodland Park, NJ 07424-2776
aty	+ American Limousine LLC, 90 Mckee Drive, Mahwah, NJ 07430-2106

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 14, 2021

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 12, 2021 at the address(es) listed below:

Name	Email Address
Christian Del Toro	on behalf of Creditor Dynasty Auto Body Inc. cdeltoro@martonelaw.com, bky@martonelaw.com
Daniel H. Reiss	on behalf of Creditor Joselito R. Dela Cruz & Jeff Pangilinan dhr@lnbyb.com
Dean G. Sutton	on behalf of Debtor American Limousine LLC dean@deansuttonlaw.com
Denise E. Carlon	on behalf of Creditor Intellishift dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Devanshu L. Modi	dev.modi@lgllmlaw.com
Douglas J. Pick	on behalf of Creditor Lancer Insurance Company dpick@picklaw.net ezabicki@picklaw.net

District/off: 0312-2

User: admin

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Date Rcvd: May 12, 2021

Form ID: pdf903

Total Noticed: 2

Dwayne Stanley

on behalf of Creditor Merchants Automotive Group Inc. dwayne.stanley@huschblackwell.com

Elizabeth L. Wassall

on behalf of Creditor ORION FIRST FINANCIAL AS ACCOUNT SERVICER FOR MIDLAND STATE BANK  
ewassall@logs.com njbankruptcynotifications@logs.com;logsecf@logs.com

Michael R. Herz

on behalf of Creditor Mahwah Property Owner LLC mherz@foxrothschild.com, cbrown@foxrothschild.com

Rebecca K. McDowell

on behalf of Creditor Firstlease Inc. rmcdowell@slgcollect.com

Rosemarie E. Matera

on behalf of Creditor Steven Bennett Blau law@kmpclaw.com

Stephan Hornung

on behalf of Creditor M&T BANK hornung@lsellp.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 13